

Document 4753

BOSTON REDEVELOPMENT AUTHORITY
MAY 15, 1986

DEVELOPMENT IMPACT PROJECT PLAN
20 CUSTOM HOUSE STREET
BOSTON PROPER

#4753

Developer: Jaymont Properties Incorporated as the managing company for Jaymont (U.S.A.) Incorporated.

Architect: Bruner/Cott & Associates, Inc. of Cambridge, Massachusetts

Site Description: Approximately 17,681 square feet of land bounded by Broad, Milk, Custom House and India Streets in the Custom House District of downtown Boston. The site is a combination of two small five-story structures and a 14,000 square foot surface parking lot. A site survey for the development is attached as Exhibit A. The Developer has fee title to the surface parking lot and has signed purchase and sale agreements for the two five-story buildings.

Location and Appearance of Structure: Developer plans to construct a single building on the site to be numbered 20 Custom House Street. The building will have two main entrances, one on Custom House Street and one on Broad Street. The major massing of the building is oriented toward the center of the site and is approximately 120.5 feet to the penthouse parapet setback with a total project height of approximately 140.6 feet. The base of the building relates to the existing historic four and five story buildings on Broad, Milk and India Streets. The structure will consist of 12 levels - the highest of which is a combination office/mechanical penthouse.

General Description of Development and Uses: Number 20 Custom House Street will contain approximately 150,000 square feet of gross floor area as defined by the Boston Zoning Code. Approximately 17,000 square feet of the total will be dedicated to ground floor retail and restaurant uses and the balance to first class office use. The development will also contain two levels of below-grade parking, housing 73 vehicles. Service, parking and delivery to the development will be through two off-street loading bays on Milk Street. The design of the development allows trucks to enter and exit the loading area driving forward, thereby keeping traffic flow impediment from the servicing of the building to a minimum. In addition to improving adjacent sidewalks, the development plans include significant streetscape improvements on Custom House Street, a plan of which is attached as Exhibit B.

Estimated Construction Time: Construction is scheduled to begin in the fall of 1986 with project completion anticipated for the spring-summer of 1988.

Projected Number of Employees: The Developer estimates that approximately 350 jobs will be created in the 1 1/2 year construction period. After completion, 20 Custom House Street will house approximately 620 permanent employees. The developer has agreed to formulate an Employment Opportunity Plan, which will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Agreement: As required by Section 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority. Such Agreement will require the Developer to make a Development Impact Project Contribution (hereinafter, the "Linkage Contribution") which shall be made by means of a Housing Contribution Option or a Housing Creation Option as further provided in the Agreement. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted; however it is presently anticipated that the Linkage Contribution will be approximately \$250,000.

As required by Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement shall provide for a Jobs Contribution Grant which shall be payable in two equal, annual installments, the first to be made upon issuance of the building permit. The amount of such contribution shall be approximately \$50,000.00.

Gross floor area dedicated to retail and office use:

<u>Linkage</u>	<u>Jobs</u>
*150,000	*150,000
<u>-100,000</u>	<u>-100,000</u>
50,000	50,000
x \$5	x \$1
<u>\$250,000</u>	<u>\$ 50,000</u>

*The precise amount of such payment shall be calculated based upon the gross floor area of the development as shown in the plans submitted for a building permit.

Other Commitments of Developer: The Developer will fund the Custom House streetscape improvements which are detailed in the site plan attached hereto as Exhibit B of the improvements.

Simultaneously with the development of 20 Custom House, the developer will restore three historic federal-style buildings on Broad Street numbered 64, 66 and 68-70 Broad Street.

Density: The floor area ratio of 20 Custom House Street, calculated in accordance with the Boston Zoning Code, is approximately 8.5. Exhibit C shows the calculations of gross square area.

Proposed Traffic Circulation: Vehicular access to the below-grade parking facilities of 20 Custom House is gained off of Milk Street. Loading bays are also located off Milk Street.

The Development has two major pedestrian entrance points - the first on Custom House Street and the second on Broad Street.

Access to Public Transportation:

<u>Transportation</u>	<u>Station</u>	<u>Walk</u>
South and West Commuter Rail	South Station	12 minute walk
North and Northwest Commuter Rail	North Station	15 minute walk
Red Line	South Station	12 minute walk
	Washington	8 minute walk
Blue Line	Aquarium	2 minute walk
Orange Line	Washington	8 minute walk
Green Line	Park Street	10 minute walk
Express Buses West & South	South Station	12 minute walk
Express Buses North	Haymarket Station	10 minute walk
South Shore Ferries	Rowes & Fosters Wharves	5 minute walk
Interstate Buses	Trailways	10 minute walk

Transportation Access Plan

The developer must submit a Transportation Access Plan, subject to review and approval by the Director.

Design Drawings: Plans for 20 Custom House Street have been prepared by Bruner/Cott & Associates, Inc. Schematic plans for the development, listed below, have been approved by the staff of the Boston Redevelopment Authority. Such plans include a site plan, typical floor plans, and elevations for all facades of the development.

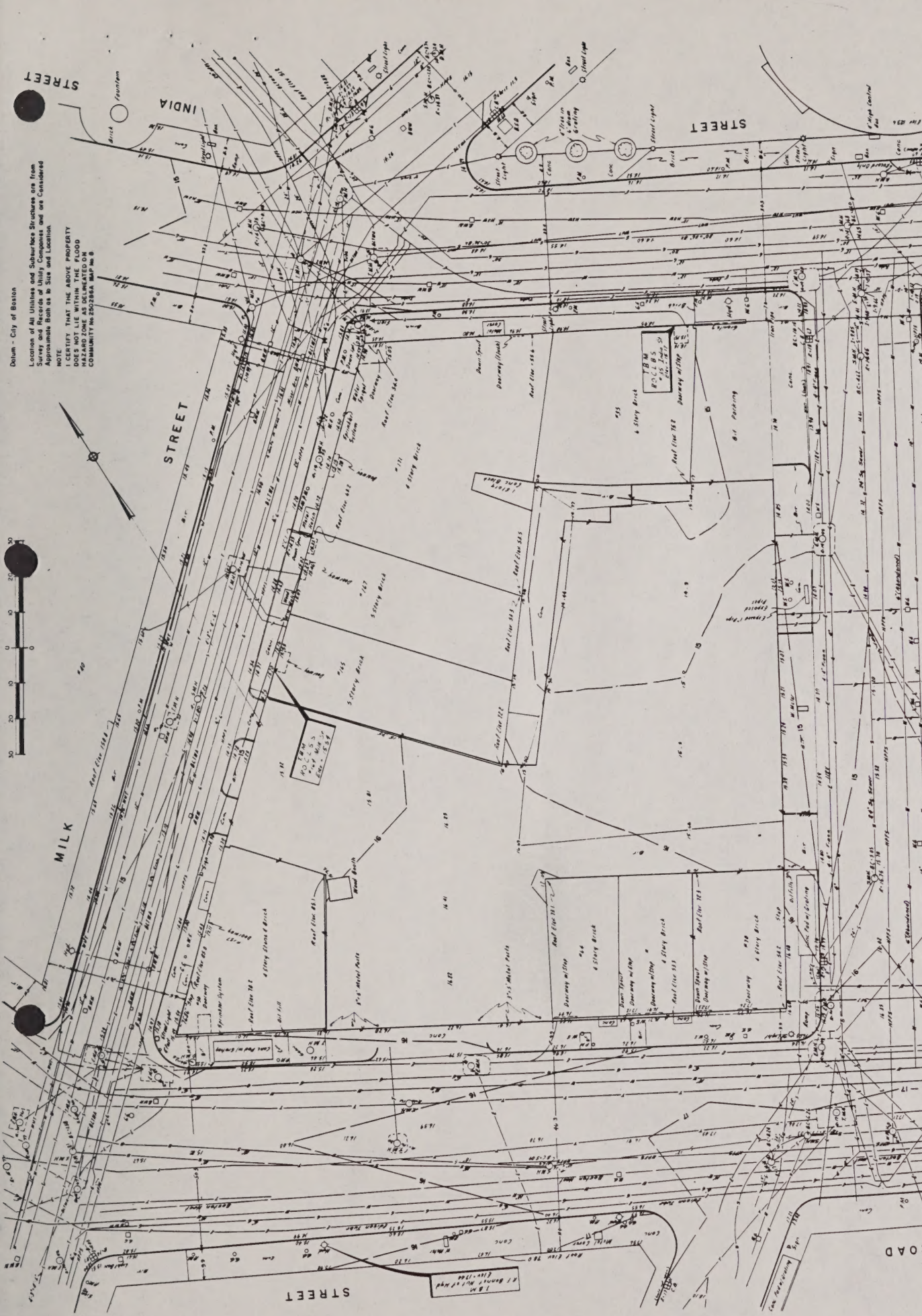
Custom House Street Buildings

<u>Drawing</u>	<u>Title</u>	<u>Date</u>
1	Neighborhood Plan	2/26/86
2	Site Plan	April 1986
3	Site Details	April 1986
4	Parking Level Plan (Note: second level parking below - similar)	2/26/86
5	Ground Floor Plan	2/26/86
6	Typical Lower Level Plan	2/26/86
7	Typical Upper Level Plan	2/26/86
8	Penthouse Plan	2/26/86

9	Roof Plan	2/26/86
10	Elevations	2/26/86
11	Elevations	2/26/86
12	Elevations and Section	2/26/86
13	Sections	2/26/86
14	Wall Sections and Details	2/26/86
15	Foundation - Structural Floor Plan, Structural Details	2/26/86
16	Ground Floor - Structural Floor Plan	2/26/86
17	Typical Lower Level - Structural Floor Plan	2/26/86
18	Typical Upper Level - Structural Floor Plan	2/26/86
19	Typical Lower Level Plan - HVAC	2/26/86
20	Typical Upper Level Plan - HVAC	2/26/86
21	Penthouse Plan - HVAC	2/26/86
22	Site Survey	2/26/86
23	Site Survey	2/26/86
-	Outline Specification	February 1986
-	Context Model	1986
-	Perspective View Looking South, 21 CHS	1986
-	Perspective View Looking North, 20 CHS	1986

Design Review: All design plans for 20 Custom House Street and all landscaping and paving shall be subject to design review in accordance with the Boston Redevelopment Authority's Development Review Procedures.

Zoning Relief Required: Zoning relief required for the development is set forth in detail as Exhibit D.



Datum - City of Boston
 Locations of All Utilities and Subsurface Structures are from
 Survey and Records of Utility Companies and are Considered
 Approximate Both as to Size and Location.
 NOTE
 I CERTIFY THAT THE ABOVE PROPERTY
 LINES AND BUILDING FOOTPRINTS ARE
 BASED ON THE RECORDS OF THE
 MASSACHUSETTS DEPARTMENT OF
 COMMUNITY PLANNING MAP NO. 6

Bruner/Cott
 Bruner/Cott & Associates, Inc.
 301 Vassar Street
 Cambridge, Massachusetts 02139
 617 492-8400
 An International Urban Design/Space Planning

Jaymont Properties
 Milk and Broad Street Development
 Boston, Massachusetts
 No. 20 Custom House Street

title: Site Survey

scale: 1" = 10'-0"

number: 16

date: March, 1986

EXHIBIT A

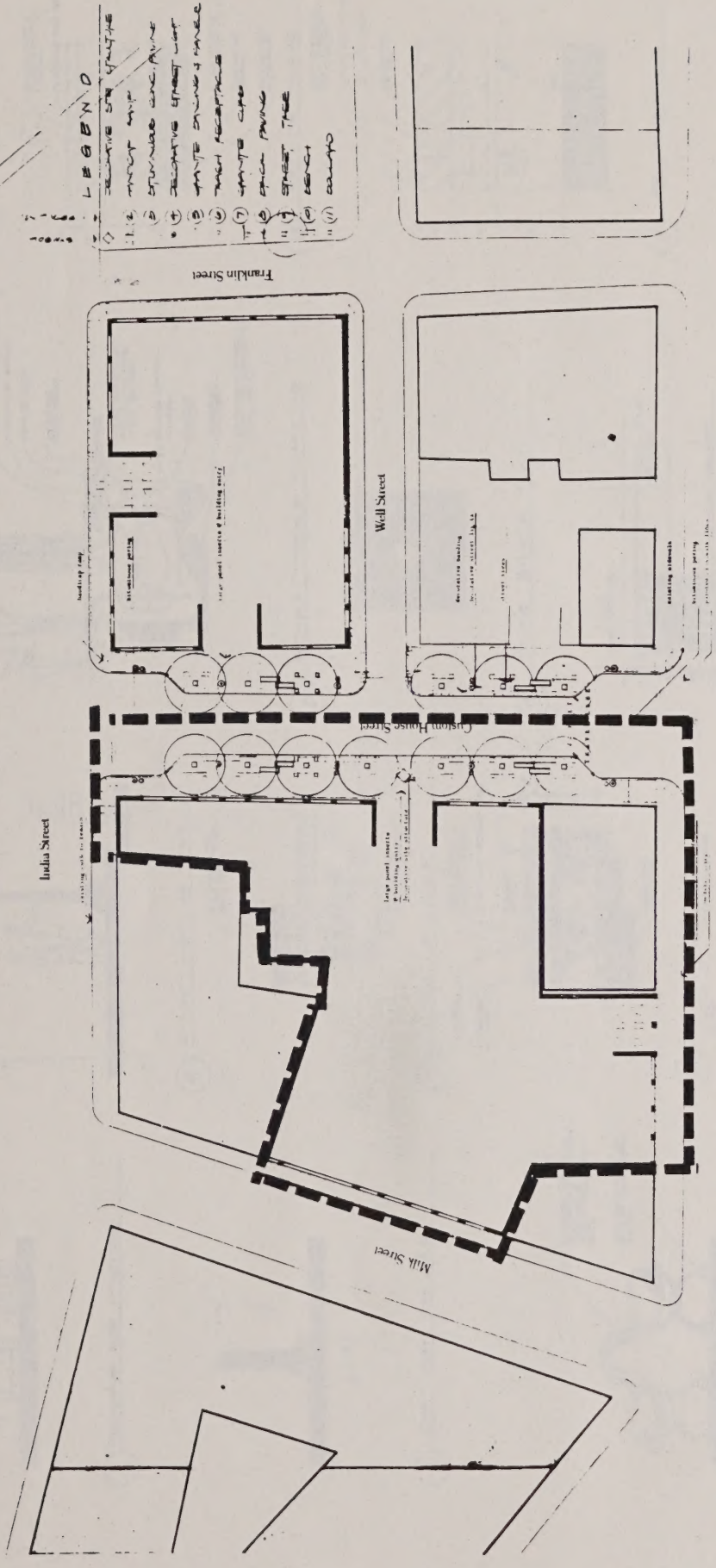




EXHIBIT C

JAYMONT PROPERTIES, INC.

54-62 BROAD STREET

BUILDING AREA

GROUND FLOOR:

1 floor @ 17,681 gross square feet

deduct:

- | | | |
|----|------------|-------------------|
| a. | 571 s.f. | building setbacks |
| b. | 100 s.f. | mechanical shafts |
| | <u>671</u> | total deduction |

Net Square Footage: 17,010 square feet

LOW RISE:

1 floor @ 17,681 gross square feet

deduct:

- | | | |
|----|-----------------|--------------------|
| a. | 367 s.f. | building setbacks |
| b. | 317 s.f. | mechanical space |
| c. | 65 s.f. | mechanical shafts |
| d. | <u>269 s.f.</u> | elevator hoistways |
| | 1,018 | total deduction |

Net Square Footage: 16,663 square feet

1 floor @ 17,681 gross square feet

deduct:

- | | | |
|----|-----------------|--------------------|
| a. | 167 s.f. | building setbacks |
| b. | 317 s.f. | mechanical space |
| c. | 65 s.f. | mechanical shafts |
| d. | <u>269 s.f.</u> | elevator hoistways |
| | 818 | total deduction |

Net Square Footage: 16,863 square feet

1 floor @ 17,681 gross square feet

deduct:

- | | | |
|----|-----------------|--------------------|
| a. | 627 s.f. | building setbacks |
| b. | 317 s.f. | mechanical space |
| c. | 65 s.f. | mechanical shafts |
| d. | <u>269 s.f.</u> | elevator hoistways |
| | 1,278 | total deduction |

Net Square Footage: 16,403 square feet

JAYMONT PROPERTIES, INC.

54-62 BROAD STREET

BUILDING AREA

LOW RISE:

1 floor @ 17,681 gross square feet

deduct:

- | | |
|------------------------------|--------------------|
| a. 4,848 s.f. | building setbacks |
| b. 317 s.f. | mechanical space |
| c. 65 s.f. | mechanical shafts |
| d. 269 s.f. | elevator hoistways |
| <u>5,499 total deduction</u> | |

Net Square Footage: 12,182 square feet

5 floors @ 17,681 gross square feet

deduct:

- | | |
|--|--------------------|
| a. 6,193 s.f. | building setbacks |
| b. 317 s.f. | mechanical space |
| c. 65 s.f. | mechanical shafts |
| d. 269 s.f. | elevator hoistways |
| <u>6,844 total deduction per floor</u> | |

Net Square Footage per floor: 10,837 square feet

Net Square Footage for 5 levels: 54,185 square feet

1 floor @ 17,681 gross square feet

deduct:

- | | |
|------------------------------|--------------------|
| a. 6,685 s.f. | building setbacks |
| b. 317 s.f. | mechanical space |
| c. 65 s.f. | mechanical shafts |
| d. 269 s.f. | elevator hoistways |
| <u>7,336 total deduction</u> | |

Net Square Footage: 10,345 square feet

PENTHOUSE:

1 floor @ 17,681 gross square feet

deduct:

- | | |
|-------------------------------|-------------------|
| a. 8,265 s.f. | building setbacks |
| b. 2,583 s.f. | mechanical space |
| <u>10,848 total deduction</u> | |

Net Square Footage: 6,833 square feet

TOTAL NET SQUARE FOOTAGE - 12 FLOORS:

150,484 square feet

April 29, 1986

Re: 54-62 BROAD STREET

FRONT PARAPET SETBACK

$$S = \frac{H+L'}{8} \quad (\text{minus } 1/2 \text{ street width where lot line is street}).$$

Adjacent to Broad Street (67.8' wide- average)

$$H = 38.5 - 23.5 = 15.5, L' = 63$$

$$S = \frac{15.5+63}{8} - 33.9 = 9.81 - 33.9 = 0$$

$$H = 44 - 23.5 = 20.5, L' = 43$$

$$S = \frac{20.5+43}{8} - 33.9 = 7.94 - 33.9 = 0$$

$$H = 54.5 - 23.5 = 31, L' = 38$$

$$S = \frac{30.5+43}{8} - 33.9 = 9.19 - 33.9 = 0$$

Adjacent to 50 Broad Street

$$H = 44.5 - 23.5 = 20.0, L' = 27.6$$

$$S = \frac{20.0+27.6}{8} = 6.05 \text{ ft. required; } 0 \text{ supplied}$$

$$H = 70 - 23.5 = 46.5, L' = 17.6$$

$$S = \frac{46.5+17.6}{8} = 8.01 \text{ ft. required; } 0 \text{ supplied}$$

@ 4th Floor

$$H = 44.5 - 23.5 = 21.0, L' = 17$$

$$S = \frac{21+17}{8} = 4.75 \text{ required; } 0 \text{ supplied}$$

Adjacent to 64 Broad Street

$$H = 34 - 23.5 = 10.5, L' = 67$$

$$S = \frac{10.5+67}{8} = 9.69 \text{ required; } 0 \text{ supplied}$$

$$H = 44.5 - 23.5 = 21, L' = 56$$

$$S = \frac{21+56}{8} = 9.62 \text{ required; } 0 \text{ supplied}$$

April 29, 1986

Re: 54-62 BROAD STREET

$$\text{Rear Yard Requirement} = 10 + \frac{L}{20}$$

R1 = 0 (thru lot, use front yard requirement)

$$R2 = 10 + \frac{34.42}{20} = 11.72 \text{ required, } 10.67 \text{ supplied}$$

$$R3 = 10 + \frac{13}{20} = 10.65 \text{ required, } 0 \text{ supplied}$$

$$R4 = 10 + \frac{62}{20} = 13.1 \text{ required, } 0 \text{ supplied}$$

$$\text{Parapet Setback Requirement} = \frac{H+L'}{8}$$

Rear Parapet Setback

$$\text{India Street } H = 55 - 23.5 = 31.5 \quad L' = 24$$

$$S = \frac{31.5+24}{8} = 6.94 - 25.3 = 0 \text{ required}$$

$$SR2 \quad H = 129.5 - 23.5 = 106, \quad L' = 15.67$$

$$SR2 = \frac{106+15.67}{8} = 15.21' \text{ required, } 10.67' \text{ supplied}$$

$$SR3 \quad H = 129.5 - 23.5 = 106, \quad L' = 6$$

$$SR3 = \frac{106+6}{8} = 14.0' \text{ required, } 4.45' \text{ supplied}$$

$$SR4 \quad H = 106, \quad L' = 12.75$$

$$SR4 = \frac{106+12.75}{8} = 14.84' \text{ required, } 0 \text{ supplied}$$

$$SR5 \quad H = 106, \quad L' = 18.0$$

$$SR5 = \frac{106+18}{8} = 16.0' \text{ required, } 0 \text{ supplied}$$

$$SR6 \quad H = 106, \quad L' = 34$$

$$SR6 = \frac{106+34}{8} = 17.5' \text{ required, } 0 \text{ supplied}$$

$$SR7 \quad H = 107.5 - 23.5 = 84, \quad L' = 11$$

$$SR7 = \frac{84+11}{8} = 11.88' \text{ required, } 14' \text{ supplied}$$

April 29, 1986

Re: 54-62 BROAD STREET

SR8 H = 21, L' = 11

SR8 = $\frac{21+11}{8} = 4.0'$ required, 0 supplied

Side Parapet Setback

Rear of 171 Milk Street

H = 129.5 - 120 = 9.5, L' = 18

S = $\frac{9.5+18}{8} = 3.44$ required, 0 supplied

All other side parapet setback requirements are met.

- (1) Use Item: ARTICLE 8 41 (Office Building), 43, 34, 37, 38 (Ground Floor Retail&Restaurant), 72(Accessory Parking).
- (2) DIMENSIONAL REQUIREMENTS: ARTICLE 13-1

Exhibit H

	ARTICLE AND SECTION	14-1	14-2	14-1 PLUS 14-2	14-3 14-4	ART 15	ART 16	ART 17	ART 18	ART 19	ART 20	ART 21	ART 22
		MIN. LOT SIZE	MIN. LOT AREA FOR ADJUT. DWELLING UNIT	TOTAL LOT SIZE	MIN. LOT WIDTH	MAX. FLOOR AREA RATIO	MAX. HEIGHT OF BUILD.	USABLE OPEN SPACE PER DWELL. UNIT	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MIN. SETBACK OF PARAPET	MAX. USE OF REAR YARD
ZONE	REQU'D BY CODE	NONE	N.A.	0	NONE	10.0	NONE	N.A.	NONE	NONE	$10 + \frac{L}{20}$	$\frac{H+L}{8}$	N.A.
B-10	EXISTING CONDITION	—	—	17,681 S.F.	—	0	0	—	NONE	NONE	—	—	—
B-10	PROPOSED CONDITION	—	—	17,681 S.F.	—	8.4	131.0	—	NONE	NONE	---SEE--- ---ATTACHED---	---SEE--- ---ATTACHED---	—

Gross Floor Area: SECTION 2-1(21) F.A.R. = $\frac{\text{Gross Floor Area}}{\text{Lot Area}} = \frac{150,484}{17,681} = 8.51$

- Basement — See Attached
- First Floor —
- Second Floor —
- Third Floor —

Total —

- (3) OFF-STREET PARKING: ARTICLE 23 Not Required (73 parking spaces provided on two levels)

Dwelling Units X factor = spaces (for houses, apartments, hotels, etc.)

or Floor Area/factor = spaces (for offices, stores, factories, etc.)

- (4) OFF-STREET LOADING: ARTICLE 24 2 Bays

(only required for uses other than 1 through 10, 26, 27, 28, 31, 32, 33, 39, 40, 50, 52, 53, 58, 59)

NOTE: All of above data is to be attached to, or incorporated into, the Plot Plan Signed by Certified Land Surveyor or Certified Engineer

MAY 15, 1986

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
20 CUSTOM HOUSE STREET

WHEREAS, THIS AGREEMENT, dated as of the day of May, 1986 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), acting on its own behalf and as escrow agent for the Neighborhood Housing Trust, as contemplated by Article 26A of the Boston Zoning Code and hereafter to be created, and JAYMONT (U.S.A.) INCORPORATED, a Delaware corporation having a place of business at 260 Franklin Street, Boston, Massachusetts and its successors, assigns and legal representatives (hereinafter "Applicant"); the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant proposes to construct an office building with ground floor retail and restaurant uses and accessory parking containing approximately 150,000 square feet of gross floor area as determined under the Boston Zoning Code (hereinafter "Project");

WHEREAS, the Project site is comprised of several parcels of land bounded in part by Broad, Milk, Custom House and India Streets containing in the aggregate approximately 17,681 square

feet, as more particularly described on Exhibit A annexed hereto (hereinafter "Project Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust as referred to in Article 26A of the Boston Zoning Code has not yet been created; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT OF IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference, as required by Section 26A-3 of Article 26A of the Boston Zoning Code and after a public hearing held on _____, notice of which was published in _____ on _____, the Authority approved the Plan on _____. The Applicant will cause the Project Site to be developed in accordance with Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development

Impact Project Contribution (hereinafter "Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2, Housing Creation Option, or by payments made in accordance with 2.3, Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26A-1(3)(b) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said Regulations.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments, said payments shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or

in the event such a trust has not been created, to the Authority. The payments shall be made in twelve (12) equal annual installments. The first installment of the Housing Payment Option shall be due and payable on the Payment Date, as defined in 2.6, infra., and subsequent installments shall be due and payable on the following eleven (11) anniversary dates of the Payment Date.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table C of Article 26A of the Boston Zoning Code, including without limitation office, retail and restaurant uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be approximately one hundred fifty thousand (150,000) square feet, based upon schematic drawings for the Project. The amount of the Linkage Payment, as referred to in 2.1, supra., will approximate a total of Two Hundred Fifty Thousand Dollars (\$250,000). The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority

setting forth the amount of the Linkage Payments in accordance with Article 26A of the Boston Zoning Code.

2.5 Recalculation. The Authority hereby agrees, subject to the recalculation provisions contained in 2.4, any change in the rate of the Linkage Payment as may be adopted shall not in any way increase the Linkage Payment determined in accordance with 2.4.

2.6 Linkage Payment Date. The Payment Date shall be the earlier of either the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of the building permit.

2.7 Waiver of Linkage Payment. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to such improvement or part thereof.

2.8 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder

by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Job Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant ("Jobs Payment") as such term is defined in Section 26B-2(3) of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City as custodian, pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B, including office, retail and restaurant uses. It is anticipated that the gross floor area of the Project which will be devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet, said gross floor area devoted to such uses is expected to be approximately one hundred fifty thousand (150,000) square feet, based upon schematic drawings for the Project. The total amount of the Jobs Payment calculated at the rate of \$1.00 for each square foot of gross

floor area in excess of one hundred thousand square feet, will approximate a total of Fifty Thousand Dollars (\$50,000). The parties acknowledge that the amount of the Jobs Payment is based upon gross floor area as estimated in the Plan. If the gross floor area of the Project, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.2 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal annual installments, the first installment due upon the issuance of a building permit and the remaining portion due on the anniversary of the first payment.

3.3 Credit Towards Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts payable hereunder by Applicant shall be credited against such excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder

shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director which Plan shall set forth in detail the Applicant's plans to ensure that its Contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, the following Boston Residents Construction Employment Standards meet: (1) at least fifty percent (50%) of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least twenty-five percent (25%) of the total employee workerhours in each trade shall be by minorities; and (3) at least ten percent (10%) of the total employee workerhours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan within three (3) months from the execution of this Agreement or prior to the issuance of a building permit, whichever occurs sooner.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job-training and apprenticeship positions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan which plan shall provide for the Applicant's good faith efforts to achieve a goal that fifty percent (50%) of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three months from the execution of this Agreement.

ARTICLE 6. LIABILITY.

6.1 Scope of Applicant's Liability. Subject to the provisions contained in 7.6 infra., the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with such improvements.

6.2 Personal Liability. Subject to the provisions contained in 7.6 infra., neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall

it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trusts as successor to the Authority as and when such Trusts shall be established, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B or court decision having the effect of an amendment or repeal of Article 26A or Article 26B.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

7.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Development Impact Project Plan, as voted by the Authority on _____.

The Applicant hereby agrees to proceed with the Project in accordance with the Development Impact Project Plan.

7.4 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

7.5 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Jaymont (U.S.A.) Incorporated
260 Franklin Street
Boston, Massachusetts

With copies to: Myrna Putziger, Esquire
265 Franklin Street
Suite 660
Boston, Massachusetts 02110

7.6 Record Notice of Agreement. The Applicant shall record, at the Suffolk County Registry of Deeds, a statutory notice of this Agreement. Failure of the Applicant to record notice of this Agreement within fifteen (15) business days of the date of this Agreement shall render ineffective the provisions contained in Article 6 hereof, unless said notice includes an extension of time by the Authority of the deadline for recording such notice.

7.7 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) and 26B-3(1) of the Boston Zoning Code.

7.8 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.9 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

JAYMONT (U.S.A.) INCORPORATED

By: _____

M E M O R A N D U M

May 15, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR
DEVELOPMENT AND URBAN DESIGN
LINDA BOURQUE, DIRECTOR OF ZONING
PAM WESSLING, PROJECT COORDINATOR

SUBJECT: PROPOSED DEVELOPMENT IMPACT PROJECT PLAN FOR 20
CUSTOM HOUSE STREET

Jaymont Properties, Inc., the developer, requests approval of a Development Impact Project Plan (DIPP) for construction of a new office building at 20 Custom House Street. The project, approximately 150,000 gross square feet, will include 133,000 square feet of office space and 17,000 square feet of ground floor retail and restaurant space. Sited on 17,681 square feet of land in the historic Custom House District, the project will consist of 12 stories, the top floor of which will house a combination office/mechanical penthouse. The building will rise to a parapet setback at 120.5 feet. The proposed floor area ratio is 8.5 in a zoning district designated as B-10.

Simultaneous with the development of 20 Custom House Street, the developer will restore three historic federal-style buildings at 64, 66 and 68-70 Broad Street. The Boston Landmarks Commission has reviewed and approved the restoration proposal.

The project includes two levels of subsurface parking to accommodate 73 cars. Service, parking, and delivery to the project will occur through two off-street loading bays on Milk Street. The project is designed to allow internal maneuvering of trucks in order to minimize impacts on pedestrians.

In addition to improving adjacent sidewalks, the developer proposes to undertake significant streetscape improvements to include lighting, benches, trees, and new paving materials on Custom House Street.

Construction of the project is scheduled to begin in the fall of 1986 with project completion anticipated for the spring or summer of 1988.

It is estimated that approximately 350 construction jobs will be generated by 20 Custom House Street. Upon completion 20 Custom House Street will house 620 permanent employees or approximately 600 net new jobs on the site. The developer will submit a Resident Construction Employment Plan and an Employment Opportunity Plan.

May 15, 1986
20 Custom House Street
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In accordance with Article 26A-3 of the Zoning Code, the developer will enter into a Development Impact Project Contribution Agreement to pay a Housing Contribution Grant of approximately \$250,000. In accordance with Article 26B-3, the developer will also enter into an agreement to provide a Jobs Contribution Grant of approximately \$50,000.

The developer has submitted acceptable schematic plans for the project and will initiate design development plans. The developer has also submitted a Transportation Access Plan which is currently under review by the City of Boston's Traffic and Parking Department and BRA staff. Final project approval is contingent upon the developer's commitment to an Access Plan acceptable to the Director. The proposed project is subject to review by the Boston Air Pollution Control Commission, and the developer will seek a Parking Freeze Permit from the Commission.

We recommend that the Authority approve the following:

VOTED: That in connection with the Development Impact Project Plan for 20 Custom House Street, presented at a public hearing duly held at the offices of the Authority on Thursday, May 15, 1986, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that: (1) said Plan conforms to the general plan for the City as a whole; (2) that nothing in said Plan will be injurious to the neighborhood or otherwise detrimental to public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code, as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code, as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 20 Custom House Street. Said Development Impact Project Plan is embodied in a written document entitled, "Development Impact Project Plan for 20 Custom House Street, Boston Proper", dated May 15, 1986, and in a series of plans attached as exhibits in said document. Said document and plans shall be on file in the offices of the Authority; and further

- VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, substantially in the form attached hereto, with the developer of 20 Custom House Street and to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan, and that the developer has entered into an Agreement with the Authority to be responsible for the Development Impact Project Contribution and a Jobs Contribution Grant, and further
- VOTED: That in reference to petitions by the developer for variances and conditional use permit consistent with in the Development Impact Project Plan for 20 Custom House Street, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval, provided that the developer has entered into a Development Impact Project Agreement with the Authority, that the final plans be submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan, and that plans include a Transportation Access Plan approved by the Director.